

## Terms and Conditions Applicable to Loan of APHIS Vehicles

These are additional terms and conditions to supplement APHIS' Notice of Award (NOA) when Federal vehicles are being loaned to a recipient. Add the language below to the referenced articles in the NOA.

Language in blue text is updated as of June 2018

### ARTICLE 3 – MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to/that:

- a. The vehicles, as listed on the attached inventory (Enclosure A), which is herein incorporated by reference, are owned by APHIS and loaned to the Cooperator. This inventory listing contains all pertinent information, including the location of each vehicle on loan. The vehicles listed on Enclosure B, which is incorporated herein by reference, are APHIS-leased and are also loaned to the Cooperator.
- b. The registration for all Federally-owned vehicles will remain with APHIS. United States Government License plates and decals will remain on each vehicle and only operators approved to operate State-owned vehicles and who possess a valid state driver's license to operate vehicles will be authorized to operate these Federally-owned or APHIS-leased vehicles.
- c. All Federal gasoline credit cards will be retained by APHIS.
- d. A Vehicle Condition Questionnaire, MRP-315-R, will be completed and signed by representatives of the Cooperator and APHIS, for each Federally-owned vehicle, on the date of delivery to the Cooperator. A copy of the MRP-315-R will be furnished to both parties.
- e. A physical inventory of all Federally-owned vehicles loaned to the Cooperator will be made, by APHIS, at least annually. Periodic reviews will be made as deemed necessary by APHIS.
- f. Each program work station or unit will maintain proper security and control over their respective inventory of Federally-owned vehicles. Any vehicle moved from one location to another will be properly documented and report to the APHIS (*insert name of office*) in (*insert city and state*) for revision to the inventory listing and/or completion of a Report of Transfer or Other Disposition or Construction of Property, AD-107, when necessary.
- g. Any lost, stolen, destroyed, or damaged Federally-owned or APHIS-leased vehicle must be reported to the APHIS (*insert name of office*) in (*insert city and state*) for completion, as applicable, of a Report of Transfer or Other Disposition or Construction of Property, AD-107, or a Report of Unserviceable, Lost, or Damaged Property, AD-112.
- h. The value of and Federally-owned or APHIS-leased vehicle determined by APHIS' **Minneapolis Business Services, Realty and Property Services**, to be totally destroyed,, will be billed to the Cooperator or its designated insurance company for the **National Automobile Dealers Association's** average retail value adjusted for use and options. The costs of storage and any other cost associated with the disposition of a vehicle less salvage value, will be billed to the Cooperator.
- i. All vehicles loaned to the Cooperator will be subject to recall by APHIS in the event the vehicles are necessary to conduct other APHIS programs. APHIS will provide at least 30 days' notice when recalling vehicles in order to prevent disruption of ongoing program activities.
- j. Vehicles surrendered to APHIS when no longer needed for the conduct of the program, will not be subject to recall by the Cooperator. 30 days' notice will be given for determining disposition, and the Cooperator must provide temporary storage for the Federally-owned vehicles at (*insert city and state*) pending disposition. Property must be stored in such a manner as to permit visual inspection.

k. No transfer of Federal funds will be involved under this Agreement. *(Include this only if the principle purpose of the agreement is to loan vehicles and no funding for other project work is part of the agreement.)*

l. APHIS will retain title to all equipment loaned under this Agreement

#### ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

- a. Cover all operational costs of the vehicles while they are on loan.
- b. Submit to APHIS' designated Federal official all property management and accident reports required and or prepared in the event of an accident. These requirements are specified in the Marketing and Regulatory Programs (MRP) Motor Vehicle Manual - MRP 5400 and the APHIS Property Manual, which can be obtained from APHIS' Authorized Departmental Officer's Designated Representative.
  - a. Ensure that complete accident reporting kits are maintained in the loaned vehicles at all times.
  - b. Provide routine maintenance and repair all damage to Federally-owned vehicles, less normal wear and tear, except that replacement costs are reimbursable to APHIS as stated in Article 3.h. above. Use, maintenance, and reporting will be subject to those requirements as stated in the USDA, APHIS, Motor Vehicle Fleet Management Manual and the USDA, APHIS Personal Property Manual and as stated in the manufacturer's vehicles manual.
  - c. Maintain records of individual work orders and record the information monthly on a Daily Vehicle Use Record, OF 108, which is retained in the vehicle. The OF-108 is forwarded in its own self-addressed pre-paid envelope to the Minneapolis Business Services, Realty and Property Services in Minneapolis, Minnesota, with a copy to APHIS' *(insert name of office)* in *(insert city and state)*.
  - d. Complete an annual vehicle inspection. Each Federally-owned vehicle must be inspected by a qualified mechanic a least once a year. The Cooperator's operator should obtain the inspection, if possible, at a time when other maintenance is scheduled. Inspections may be obtained from a Government facility, an authorized dealer, or a qualified commercial garage or service station. The Cooperator's operator must provide the facility doing the inspection with an Annual Vehicle Inspection Checklist, MRP-65. The original MRP-65 is retained in the vehicle with a copy to APHIS' *(insert name of office)* in *(insert city and state)*.
  - e. Provide adequate off-street storage facilities for vehicles when not in use. The off-street storage may be government-owned or government-leased, commercial, or a location at or near the Cooperator's vehicle operator's residence. The latter must meet the criteria outlined in the USDA, APHIS, Motor Vehicle Fleet Management Manual; and written approval must be requested and obtained in advance.
  - f. Provide 30 days' notice to APHIS when Federally-loaned vehicles will no longer be needed for use on the program or provide 30 days temporary storage for that property at a central location in *(insert city and state)* , pending disposition advice. Vehicles must be stored in such a manner to permit visual inspection.
  - g. Reimburse the United States of America, by and through APHIS, for any damage to any Federally-owned or APHIS-leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this Agreement.
  - h. Comply with the requirements of 41 CFR Part 10138.3011 (41 CFR 10234 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual.

i. Indemnify the United States of America for any and all property damage and personal injury caused by the Cooperator's employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the Cooperator's employees. The Cooperator further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally-owned or Federally-leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this Agreement.

j. Comply with USDA Departmental Regulation 4430-792-2, which stipulates that employees may be subject to testing when, based upon the circumstances of an accident, their actions are reasonably suspected of having caused or contributed to an accident that results in a death or personal injury requiring immediate hospitalization, or results in damage to government or private property estimated to be in excess of \$10,000. Drug testing must be completed within 32 hours of an accident or safety-related incident. Additional criteria may apply to employees holding a Commercial Driver's License (CDL) and/or following an accident involving a Commercial Motor Vehicle (CMV).

k. Be personally responsible when in violation of state or local traffic laws. If fined or otherwise penalized for an offense committed while performing official duties, but which was not required as part of official duties, payment is the cooperator's personal responsibility.

#### ARTICLE 5 – APHIS RESPONSIBILITIES

a. Loan the vehicles described on Enclosures A and B, which are incorporated herein by reference, to support program activities.

b. Provide personnel to execute an inventory management program of Federally-loaned vehicles at APHIS' *(insert name of office)* in *(insert city and state)*.

c. Provide 30 days' notice to the Cooperator of its intent to recall the loaned vehicles described on Enclosures A and B.